



**CARDINAL
COMMUNITY SCHOOL
DISTRICT FITNESS
CENTER**

Hours of Operation

Community Member Hours

Monday - Friday

5:00 - 6:30 a.m.

&

5:15 - 10:00 p.m.

Saturday - Sunday

5 - 8 a.m. & 1-8 p.m.

***** Dates and times are subject to change due to
high school & school district events***

Cardinal Community School District

WAIVER OF LIABILITY, RELEASE OF CLAIMS, AND INDEMNIFICATION AGREEMENT

Waiver and Release:

In return for being allowed to use the Cardinal Fitness Center, I agree and acknowledge as follows:

- 1. ACKNOWLEDGEMENT OF RISK.** Use of the Cardinal Fitness Center involves inherent risks of serious injury or illness, including sprains, strains, broken bones, tears, heart palpitations, and in rare cases, paralysis or death. These risks include, but are not limited to, those caused by over exertion, misuse or malfunction of equipment, slips, falls, and other negligent actions of myself or of staff, other members or guests.
- 2. WAIVER OF LIABILITY AND RELEASE OF CLAIMS.** I do hereby fully and forever release, acquit, and discharge the Cardinal Fitness Center, the Cardinal Community School District and its employees, agents, representatives, successors and assigns (collectively the "Released Parties") from any and all liability whatsoever arising out of my minor child's use or my use of the Cardinal High School Fitness Center and/or arising out of any injuries, losses or damages sustained by me or which may be sustained by me in the future as a result of any act, omission, representation, misrepresentation, malfunction, violation of code or statute, breach of contract, negligence or breach of any duty or obligation of any nature whatsoever by me, by the staff, employees or agents of the Cardinal Fitness Center and the Cardinal Community School District, or any other user of the Cardinal Fitness Center, whether in law or in equity, whether sounding in tort, in contract or otherwise, or arising out of any use of, dealings with, contacts with, or events in any way connected with my use of or attendance at the Cardinal Fitness Center. I assume full and complete responsibility for any risks arising out of my use of the Cardinal Fitness Center whether caused by the negligence of the Released Parties or otherwise. I do not release claims based on reckless or intentional acts or the acts by persons who are not one of the Released Parties.
- 3. INDEMNIFICATION.** I agree to indemnify and hold harmless the Released Parties from any and all claims referenced in Paragraph 2 above. I understand this obligation also includes paying or reimbursing the Released Parties for all costs incurred in defending such claims, including attorneys fees expended in defending such claims, whether such claims are made by me or someone on my behalf and regardless of the outcome of the claims.

With knowledge of the risks involved and the rights that I give up, I freely sign this binding Agreement and waive the rights I might otherwise have to bring a claim against the Cardinal Fitness Center and willful knowledge of my responsibility of indemnification of the Released Parties. I have considered that if this Waiver of Liability, Release of Claims, and Indemnification Agreement did not provide the protections it gives to the Released Parties, then the costs for using the Cardinal Fitness Center would be substantially higher or use of the Cardinal Fitness Center may not be allowed at all. I do not wish to pay those substantially higher costs. I wish to have access to the Cardinal Fitness Center and waive my right to negotiate for different terms of this Agreement.

Signature of community member or minor child

Date

Parent/Guardian Signature on Behalf of Minor child

Date

Signature on Behalf of Cardinal CSD

Date

Cardinal Community School District

GUIDELINES & RULES

Rules and regulations must be followed at all times when using the fitness center. Those individuals not complying with the rules will be asked to leave the facility and may have membership privileges suspended.

1. The Fitness Center will be open 5:00 am-6:30 am and 5:15 pm-10:00 pm Monday through Friday; Saturday & Sunday 5 - 8 a.m. and 1-8 p.m.. The facility will not be open during the school day.
2. All Cardinal School District staff, students, and community participants must first complete a membership enrollment form and attend an orientation before using the Fitness Center.
3. Please check in on the check in sheet prior to your workout. The minimum grade level for admission is 9th.
4. Follow all safety guidelines, including the use of spotters if needed. Respect the rights of others and be courteous when using the facility.
5. Limit time on the cardio equipment to thirty (30) minutes.
6. Wear proper athletic attire, i.e., shirts, shorts, sweats, and gym shoes. Check to make sure what you are wearing will not damage the upholstery. Loose or dangling jewelry is not allowed.
7. Help keep the area clean. Food, beverages, and gum are not allowed. Water bottles are allowed as long as they are able to be resealed. Bottles left overnight will be thrown away.
8. Immediately report any facility related injury or facility/equipment and report any broken or malfunctioning equipment problem to the athletic director 641-652-7531 ext 3209.
9. Return equipment to designated areas.
10. Ask questions regarding proper use of equipment. Keep fingers, feet, etc. clear of moving parts on the machines.
11. High school athletic teams accompanied by a coach will have use of the equipment on school days from 6:30 am - 7:45 am & 3:25 pm-5:15 pm. Hours may vary in the summer months.
12. Shower and locker facilities are not available.
13. Anyone who refuses to follow the established guidelines will be denied the opportunity to use the facility.
14. The Cardinal Community School District is not responsible for lost or stolen items.
15. You must not loan your keycard to anyone. Doing so will result in loss of privileges.
16. All users must have a current application on file and signed waiver. No guests will be allowed unless they have read the handbook and completed the waiver.

NOTICE

Any fitness program and the use of the equipment and facilities of the Cardinal Fitness Center involve an inherent risk of injury or harm. Each person has a different capacity for participating in fitness activities. The risk involved in using the Cardinal Fitness Center is relative to each person's state of fitness or health and his or her awareness, care, and skill when performing any activity at the Cardinal Fitness Center.

I use the Cardinal Fitness Center's facilities and equipment at my own risk. I am responsible for familiarizing myself with the equipment and facilities. I will use the equipment and facilities in such a way that avoids injury or harm to myself or others.

I represent that I am in good health, based upon a recent medical examination. I represent that I do not have any known physical condition or limitation that would make my use of the equipment and facilities of the Cardinal Fitness Center more dangerous.

The Cardinal Fitness Center, the Cardinal Community School District, their employees and agents are not responsible for advising or educating me or other users as to how to use the facilities or equipment or as to how to undertake a fitness program.

As I use the equipment and facilities and participate in activities at the Cardinal Fitness Center, I am aware of these risks, I assume these risks, and I recognize that injury, illness and possibly death may occur as a result of my participation in activities at the Cardinal Fitness Center and my use of the equipment and facilities.

X _____
Signature of Community Member or Minor Child

Date

X _____
Parent/Guardian Signature on Behalf of Minor

Date

X _____
Signature on Behalf of Cardinal Fitness Center

Date